case under discussion is contrary to the general American and English rule, that money subsequently and voluntarily paid after a transaction, with full knowledge of the facts, cannot be recovered, though the claim was invalid. *Cobden v. Kendrick,* 4 Durnford & East T. R., 431; *Flower v. Lance,* 59 N. Y., 603; *Beecher v. Buckingham,* 18 Conn., 110. Even though more was paid than was allowed by law. *Selby v. U. S.,* 47 Fed., 800. Nor can a set-off be maintained under such circumstances. *U. S. v. Clement & Newman,* Crabbe, 499.

INNKEEPER—LOSS OF PROPERTY OF GUEST—CARE REQUIRED OF INNKEEPER.—GIBLYN V. HAUF, 126 N. Y., SUP. 581.—*Held,* that where a guest left a hotel in October, 1908, in debt to the proprietor, claiming to have left a chest with its contents, and made no inquiry about it until November, 1909, when she tendered the amount of her debt and demanded delivery of the chest, and made no efforts to have its whereabouts discovered until March, 1910, such unexcused delay is sufficient to throw upon the guest the burden of proving actual negligence on the part of the innkeeper in failing to keep and restore the property left. Giegerich, J., *dissenting.*

The prevailing view is that he is liable like the carrier, for all goods of the guest lost in the inn, unless the loss happened by act of God, or a public enemy, or by fault of the owner. *Mason v. Thompson,* 9 Pick. (Mass.), 280; *Cunningham v. Bucky,* 42 W. Va., 671. Whatever view is adopted, it is agreed that upon loss or injury to the goods being shown, the innkeeper is *prima facie,* and the burden is on him of establishing such facts as will exonerate him. *Howe Mach. Co. v. Rease,* 49 Vt., 477. It is generally held that after the relation of guest ceases, the innkeeper appears liable only as an ordinary bailee for the goods his departing guest may have left in his care. *Adams v. Clem,* 41 Ga., 665. According to one view the liability of an innkeeper in such cases is merely that of a gratuitous bailee, who is responsible only for gross negligence. *O'Brien v. Vaill,* 22 Fla., 627. But some cases show a tendency to enlarge the liability of the innkeeper under such circumstances, beyond that of a bailee without compensation, and to hold him liable as a bailee holding property upon which he has a lien as a security for a sum due so as to be bound for ordinary care. *Giles v. Fauntleroy,* 13 Md., 126. So some courts hold, where a guest pays his bill and departs, leaving his property behind, the innkeeper is merely a gratuitous bailee of the party, and in case of its loss is only liable for gross negligence. *Miller v. Peeples,* 60 Miss., 819; *O'Brien v. Vail, supra.* But other cases hold he is responsible for want of ordinary care. *Murray v. Marshall,* 9 Colo., 482. And where the guest leaves without paying his bill, the innkeeper is only liable as a gratuitous bailee for goods left with him. *Lawrence v. Howard,* 1 Utah, 142. As a general rule it would seem that a guest does not have to prove negligence of the innkeeper in order to hold him liable. *Burrows v. Trieber,* 21 Md., 320; *Carter v. Hobbs,* 12 Mich., 52.

INSURANCE—MUTUAL BENEFIT ASSOCIATION—RIGHTS OF BENEFICIARY.—SAVAGE V. MODERN WOODMEN OF AMERICA, 113 PAC., 802 (KANS.).—*Held,*